



**Consulting and Technical Services (CATS)
Task Order Request for Proposals (TORFP)**

eMedicaid Hosting System

CATS TORFP PROJECT NUMBER - M00P6210871

*Department of Health and Mental Hygiene
Office of Operations, Eligibility and Pharmacy
201 West Preston Street, Room SS 9
Baltimore, Maryland 21201*

ISSUE DATE: February 16, 2006

TABLE OF CONTENTS

NOTICE TO MASTER CONTRACTORS..... 4

SECTION 1 - ADMINISTRATIVE INFORMATION 5

SECTION 2 – SCOPE OF WORK..... 7

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS 31

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT 34

4.1 EVALUATION CRITERIA 34

4.2 TECHNICAL CRITERIA..... 34

4.3 SELECTION PROCEDURES 34

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT 34

ATTACHMENT 1 - PRICE PROPOSAL SHEET 35

ATTACHMENT 2 – MBE FORMS..... 38

ATTACHMENT 3 - TASK ORDER AGREEMENT 46

ATTACHMENT 4 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE 49

ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY 50

ATTACHMENT 6 - DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE..... 52

ATTACHMENT 7 - NOTICE TO PROCEED 54

ATTACHMENT 8 - AGENCY RECEIPT OF DELIVERABLE FORM..... 55

ATTACHMENT 9 - ACCEPTANCE OF DELIVERABLE FORM 56

ATTACHMENT 10 - NON-DISCLOSURE AGREEMENT (OFFEROR) 57

ATTACHMENT 11 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR) 58

NOTE: APPENDICES ARE LISTED IN A SEPARATE DOCUMENT TITLED:

eMedicaid Hosting System

APPENDICES FOR EMEDICAID HOSTING SYSTEM CATS TORFP M00P6210871

KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2, Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050B6800025, including any amendments.

TORFP NAME:	eMedicaid Web Hosting
FUNCTIONAL AREA:	FA8 Application Service Provider
TORFP ISSUE DATE:	February 16, 2006
CLOSING DATE AND TIME:	March 16, 2006 1 PM EST
TORFP Issuing Office:	Department of Health & Mental Hygiene, Office of Operations, Eligibility and Pharmacy
Questions and Proposals are to be sent to:	Karen Elsey, Procurement Officer Office of Operations, Eligibility & Pharmacy 201 W. Preston Street, Room SS-9 Baltimore, Maryland 21201 elseyk@dhhm.state.md.us Phone: 410-767-5051 Fax: 410-333-5277
Project Manager:	Matt Asplen Phone: 410-767-5715 FAX: 410-333-7290
Project Number:	M00P6210871
Type:	Fixed Price Contract
Period of Performance:	Transition: 04/01/2006 – 06/30/2006 Contract: 07/01/2006 – 12/31/2010
MBE Goal:	Percentage 30 %
Primary Place of Performance:	Contractor's Place of Business
State Furnish Work Site/Access to Equipment, Facilities or Personnel:	Contractor's Place of Business Primary Place of Performance
Pre-Proposal Conference:	Date: To be determined – Addendum to follow. TO Contractors will be notified of date and time.

NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to elseyk@dhhm.state.md.us. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title: eMedicaid Hosting System

TORFP No.: M00P6210871

1. If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the TORFP is not something we ordinarily provide.
- We are inexperienced in the services required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of a Task Order Proposal is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
- TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE requirements. (Explain in REMARKS section.)
- Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.

Other: _____.

2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

Master Contractor

Name: _____ Date: _____

Contact Person: _____ Phone ____ - ____ - ____ email _____

SECTION 1 - ADMINISTRATIVE INFORMATION

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.6 for information on change orders.

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work. Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 Scope of Work.

1.2 TO AGREEMENT

A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by DHMH e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #M00P6210871. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #M00P6210871 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #M00P6210871 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2, Forms D-1 and D-2) at the time it submits its TO Proposal. Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.

1.5 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace website at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply. Refer to CATS RFP Section 1.9 for additional information.

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.7 NON-DISCLOSURE AGREEMENT

Certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment(s) 10 & 11.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE, BACKGROUND, AND OBJECTIVES

2.1.1 PURPOSE

The Office of Operations, Eligibility and Pharmacy (OOEP) is issuing this CATS TORFP to obtain the services of a TO Contractor, as an Application Service Provider (ASP), to host and support a managed web environment, in terms of, a pre-production and a production site for eMedicaid applications.

The TO Contractor shall provide all the hardware and software, with the exception of Websphere and DB2 software, required by DHMH to test, deploy and maintain a web site, including, a pre-production test bed. DHMH will provide the software stated in Section 2.2.2 1).

For a current model of the architecture described in the requirements, see the schematic in Appendix #5.

The TO Contractor shall provide the connectivity to the Annapolis Data Center (ADC) in order to access Medicaid's mainframe legacy system. For details, see Section 2.2.2 2)d).

In addition to the standard managed host services, DHMH requires a TO Contractor that is able to provide support and services for DHMH Applications software that consists of DB2, WebSphere, Solaris OS, J2EE and TO Contractor-provided Debugging Tools.

The scope of this TORFP is for four years and six months. The "Go-Live" date is preceded by a three (3) month Transition and Performance Period.

2.1.2 TO REQUESTING AGENCY INFORMATION

The Department of Health and Mental Hygiene (DHMH) has the primary responsibility for the management of Medicaid's - Medical Care Programs for the State of Maryland.

The mission of the Medical Care Programs is to assure access to medically necessary and appropriate health care services for Marylanders who cannot afford them. The Medical Care Programs strive to meet their obligations to clients and taxpayers by assuring them that quality services are provided in a cost effective and timely manner.

The vision of the Medical Care Programs (Medicaid) is to ensure that all Marylanders have access to quality health care services regardless of their financial status through delivery systems that will be seen as models in the health care industry.

The organizational responsibility for this initiative has been placed with OOEP. And within this unit, the Systems and Operations Administration (SOA) manages the Medicaid Management Information System (MMIS), a Federally mandated, online automated claims processing, adjudication and reporting system. The goals of the Medicaid Management Information System are to assure that eligible individuals receive the health care benefits to which they are entitled and that providers are reimbursed promptly and efficiently.

2.1.3 PROJECT BACKGROUND

The State of Maryland established its objectives for eGovernment in a series of bills legislated in April 2000. The State recognizes that 24x7 electronic access to government can improve service delivery and realize cost savings for itself, its clients, the health care providers of Medicaid services, as well as, the citizens of Maryland.

In general, our web site, entitled, eMedicaid is a set of web-based applications developed, at present, to support Medicaid's Health Care Provider community.

eMedicaid URL: <http://encrypt.emdhealthchoice.org>

This State initiative applies the benefits of technology to the delivery of government health services, specifically web-based applications. A broad base of customers utilize eMedicaid Web Site to access:

Medical Providers – Enroll as a Medicaid Provider or Access MMIS Remittance Advice.

Managed Care Organizations – Manage their MCO Provider Network.

Local Health Departments – Enroll Personal Care Providers.

The above web-based applications have enhanced the delivery of Medicaid services by: expanding Provider access, standardizing information exchange, increasing the speed of communications, lowering per unit cost of transactions and increasing the accuracy of business processes.

2.2 TECHNICAL REQUIREMENTS

The DHMH requires an Application Service Provider (ASP) TO Contractor to assist in sourcing applications for a monthly flat rate charge.

- a) The ASP TO Contractor shall combine software, hardware and networking technologies to offer service-based applications to handle Maryland State specific requests as required.
- b) The ASP TO Contractor shall provide the following minimum requirements:
 - i) Network Operations Center to house and host the eMedicaid Web Site must be located within a 150 mile radius from 201 W. Preston Street, Baltimore, MD 21201;
 - ii) 24 hours-by-7 days customer support (excludes pre-scheduled maintenance);
 - iii) The ability to maintain data integrity in instances of hardware/software failure;
 - iv) The ability to back-up and/or mirror application(s) and data;
 - v) Security to prevent unauthorized account access;
 - vi) Scalability of the application(s); and,
 - vii) 24 hours-by-7 days application availability.
- c) The ASP TO Contractor shall have the ability to work with software integrators, if necessary, to customize applications for the State.
- d.) In addition to the standard managed web hosted services, DHMH requires the ASP TO Contractor to provide support and services for DHMH current Applications software consisting of DB2, WebSphere, Solaris OS, J2EE and TO Contractor-provided Debugging Tools.

2.2.2 .PROJECT APPROACH

The TO Contractor shall provide all hardware and software, with the exception of IBM's Websphere and DB2, required by DHMH to test, deploy and maintain a web site, including a pre-production test bed. DHMH will provide software as stated in Section 2.2.2 1). For a current model of the architecture see Appendix #5.

1) The requirements for ASP Managed Host Plus eMedicaid Support Services provided by the TO Contractor shall include, but not be restricted to:

a) Hardware/Software Requirements for Production/Pre-Production Environments

- The site shall be configured to DHMH software and Applications - DB2, Solaris OS, J2EE, as well as, Websphere Applications Server and IBM HTTP Server.
- The TO Contractor shall provide, diagnostic and trouble-shooting tools, and support for such tools, at no expense to DHMH. The TO Contractors shall provide the debugging tool, which shall be able to pinpoint memory and performance problems located in the code. The debugging tool shall include a memory debugger, thread analyzer, CPU profiler, packet sniffer and tools for diagnosing and eliminating inefficiencies and code errors in J2EE applications, servlets and J2EE Server Pages (Asps) deployed in the current version of WebSphere Application Server. All proposed tools shall be identified in the technical proposal. The TO Contractor shall recommend, as warranted, hardware and software improvements identified while providing hosting services.
- DHMH has purchased and will provide the following licenses for their Production and Pre-Production environments: a total of six (6) CPU DB2 UDB Enterprise Servers Licenses and six (6) CPU Websphere Application Server Licenses. The TO Contractor shall install, configure and maintain this software.
- The TO Contractor's data center power supply shall be backed up through multiple UPS systems for Production and Pre-Production environments. In the technical proposal, the TO Contractor shall provide UPS configuration information, such as, the maximum of number of devices connected to a single UPS, whether pre-production hardware is always on a separate UPS from production.

b) Hardware/Software Requirements for Production

- The TO Contractor shall provide, at a minimum, Sun Sparc dual processor servers for the production environment. The TO Contractor shall propose required memory, speed and storage in these servers for hosting the current eMedicaid system.
- The TO Contractor shall provide, at a minimum, a Production environment sufficient to support the current and future requirements needed to run DHMH Web Applications. (For details on DHMH anticipated user activity, see Appendix #6, Expected Capacity of End-user Utilization).
- An up-gradable site, adjusting to an increased number of users in the future.
- The TO Contractor shall provide a configured, load balanced, clustered Production environment capable of supporting automatic failover of hardware and/or software without user intervention

- The TO Contractor shall provide load-testing, prior to “going-live” date on the Production environment to support our expected number of concurrent users. The load-testing will continue until successful load testing has achieved the requirements specified in the test plan to the complete satisfaction of DHMH.

Related documentation verifying the successful load-testing shall be provided to DHMH within three (3) business days. At a minimum, the reports shall include tables such as (1) number of users/hour (2) number of concurrent users (3) CPU utilization and (4) bandwidth utilization.

For further details on anticipated user activity, refer to Appendix #6, to view DHMH Tables - Expected Capacity of End-user Utilization.

c) Hardware/Software Requirements for Pre-Production:

- The TO Contractor shall provide, at a minimum, Sun Sparc dual processor servers for the Pre-Production environment. (While the Pre-Production and the Production environments require the same equipment, the Pre-Production environment, unlike the Production environment does not require clustering, load balancing or auto failover.)

The TO Contractor shall provide a Pre-Production environment sufficient to support the requirements needed to run DHMH Web Applications. By Pre-Production Environment, DHMH means a test environment that duplicates the production environment for testing DHMH applications.

- The TO Contractor shall provide DHMH an application hosting environment for Pre-Production with exclusive, internal use for DHMH, as distinct, from the Production environment that is available to all authorized users. The application-hosting environment will incorporate all of the components of the infrastructure, including, installation and patches for the hardware and the software, maintenance, network, firewalls, and licensed components.

2) Connectivity – Refer to Appendix #5 – Current Model of the Architecture.

- a) The TO Contractor shall provide an end-to-end hosting environment and entire infrastructure, utilizing state of the art network facilities and maximizing end user performance. Bandwidth is required without restrictions on the total data moved per month, such as, monthly maximums or caps.
- b) The TO Contractor shall make available, without additional charge, a two-level token authentication system for remote access, via VPN by DHMH technical personnel. DHMH technical personnel shall have Read-Only access to all servers. The TO Contractor, without charge, shall provide DHMH, at a minimum, with six (6) tokens. The TO Contractor shall actively manage tokens and request return of tokens not used for a given period of time.

The TO Contractor shall identify and detail its VPN solution in the technical proposal.

- c) The TO Contractor shall provide adequate bandwidth to support peak threshold load levels to external Internet users and shall be able to scale to higher bandwidth as determined by DHMH estimates of expected user activity (refer to Appendix #6).

- d) The TO Contractor shall provide two (2) data communication lines to the Annapolis Data Center (ADC), through “networkMaryland” to access MMIS (Medicaid) databases; the backup shall be utilized in the event of a failure of the primary line.
- e) Sterling Commerce Connect: Direct shall be the protocol used to transmit files. All files will be transmitted via Sterling Commerce Connect: Direct, to and from the Annapolis Data Center (ADC’s), Amdahl 2000 CPU, running z/OS.
- f) IBM’s DB2 Connect shall be utilized as the remote DB2 communication between the TO Contractors Site and The Annapolis Data Center (ADC). A DB2 Connect gateway server(s) running DB2 Connect Unlimited Edition is required to connect to ADC. DB2 Connect Unlimited Edition will be provided by the State.

3) Availability of Hosting Services

- a) At a minimum, the Master Contractor shall provide DHMH with a Service Level Agreement (SLA) covering “Availability of Service”. The SLA shall be consistent with the provisions, included in this Section 2.2.2 3) and Appendix 7. Since there may be significant differences between various TO Contractors’ approaches, DHMH is requiring that the Offerors submit this minimum package as part of their Proposal, so that it may be evaluated by DHMH to ensure the acceptability of the SLA.

In addition, a final negotiated SLA document is required as a Project Deliverable and subject to DHMH approval.

- b) Specific terms and conditions shall be defined through a Service Level Agreement (SLA) which relate ultimate monthly charges to an agreed rate schedule, as presented in an “availability of service” algorithm based on the narrative in this section. (see below). In addition, this algorithm is presented in Appendix #7.

The proposal will establish a monthly availability of service for the specific project but in no case shall the availability of service fall below 99.5% of the total hours available in a calendar month.

Availability of Service is calculated on total hour per day (24) times the number of day in the calendar month (28, 29, 30, or 31). The result of this calculation is reduced by the number of hours of pre-scheduled down time - the result is the net available hours. The net available hours multiplied by the established service availability percentage results in the total hours of availability.

The difference between the total hours of availability and the actual hours of availability are lost hours. These lost hours shall be reimbursed to the State as a credit on the next available monthly bill. The lost hours rate shall be determined by calculating the current monthly ASP rate divided by the number of hours in the month.

In addition, “Availability of Service,” shall include:

- the time that Remittance Advice (RA) files are not available to the user.
- when RA file convert jobs do not run correctly, therefore, the RA files are not available to the user.

- c) The scheduled maintenance activities shall be approved, in advance, by DHMH Project Manager. Also, the TO Contractor shall notify DHMH Project Manager five (5) business days in advance of scheduled maintenance activities that might impact Internet

and/or Web Hosting service. TO Contractor shall provide, in advance, a six (6) month schedule of routine maintenance activities, in addition, to the stated maintenance notification requirement.

The notice shall, include at a minimum, the reasons for the planned service outages, the scope of the outage and its planned duration. Maintenance shall be scheduled during the period from 8:00 p.m. until 6:00 a.m. Eastern Time (Baltimore, Maryland). If DHMH is not notified of any planned outage, the provisions of the Service Level Agreement, Section 2.2.2 3), will be applied.

- d) The TO Contractor shall provide backup and recovery services, at a minimum, to include: the configuration of online backup procedures, the configuration of export procedures, the configuration of import procedures, maintenance of archived data, scheduling of backups, monitoring of backup logs, and the recovery of databases with their required structures and objects.
- e) The TO Contractor shall provide a backup data communication line, with an automatic fail-over capacity, to the ADC that will enable seamless access to the MMIS (Medicaid) databases in the event of failure of the primary line from/to Annapolis Data Center's (ADC), Amdahl 2000 CPU, running z/OS.
- f) The TO Contractor shall provide DHMH with online remote access to a variety of relevant statistics and other information to measure the current web site activity. Furthermore, a minimum of six (6) months of historical web site activity shall be online and accessible to DHMH eMedicaid staff. The following Web Site activity information, at a minimum, shall be available online to be viewed by eMedicaid staff:
 - Network Statistics - View shall include the Bandwidth Utilization (percentage over time and in/out), Errors in/out, and Bytes in/out.
 - Utilization Trends – View traffic reports and web site availability of service (SLA).
 - Network Configuration – View Displays customer's current IP address, DNS.
 - Web Site Equipment – View current status of functionality.
 - CPU Usage - View current status and historical trends of CPU utilization.
 - File Capacity/Utilization – View status and trends, including, unused capacity.

4) Additional Services

- a) The TO Contractor shall provide managed services, including, a managed firewall, system and application monitoring, performance monitoring, server startup & shutdown support, hardware maintenance, network alerts, troubleshooting and response, operating system patch installation, operating system minor upgrades, file system management support, failure tracking and backup and restore of all system components and data.
- b) The TO Contractor shall provide a Network Operations Center (NOC) to monitor the network and DHMH Applications, 24 X 7 X 365 (24 hours a day, 7 days a week, 365 days a year), ISO 9001 certified client services, including, Help Desk

Technical Support services. The Help Desk shall respond to a contact from DHMH requesting service with-in fifteen (15) minutes, during business days from 6:00 a.m. to 6:00 p.m., and at all other times within one (1) hour from contact by DHMH.

- c) The TO Contractor shall provide a dedicated Project Manager available by phone, fax and e-mail. The Project Manager shall have a detailed knowledge of the managed application(s), handle the service request flow and escalation and provide a clear handoff to other support personnel when not available. Include Project Manager resume with the technical proposal.
- d) The TO Contractor shall provide full time and emergency resources with WebSphere, DB2, DB2-Connect, J2EE, HTML, DBA, Solaris.
- e) The TO Contractor shall load and keep up to date, the current version of virus protection software, including spyware, on all servers prior to installation of the equipment.
- f) The TO Contractor shall provide current versions of all TO Contractor-owned software and shall coordinate and report updates.

The TO Contractor shall be responsible for upgrading and installing all software (whether TO Contractor-owned or DHMH-owned) within ten (10) business days from DHMH formal written request.

- g) The TO Contractor shall provide comprehensive change management and emergency change management procedures, version controls, auditable change controls and documentation, including at a minimum, Difference (Dif) Reports that presents both the old custom code that was changed and the new custom code that replaced it, therefore, a “before and after” comparison can be made by DHMH. The TO Contractor shall maintain all the Difference Reports, and at least, 12 previous versions of the code and shall provide DHMH with the ability to “roll back” to previous versions.
- h) The Network Engineering provided by the TO Contractor shall include network trouble-shooting and support to the hosted environment and ADC’s communications links.
- i) Database Administration provided by the TO Contractor shall include installation of database software, upgrades of database software, application database software patches, service pack installations and hot fixes, as necessary.

The TO Contractor shall provide, at a minimum, the configuration of database instances, reindexing, updating of statistics, database consistency checks, and management of user connections and resolution of production problems.

The TO Contractor shall provide, at a minimum, any loading of data, indexes, stored procedures, triggers, creation of objects for application requirements and related database security. Database monitoring shall include alert logs, trace files, verification of user connections, database growth, on-line backup logs, export logs, transaction logs and database performance.

- j) The TO Contractor shall provide performance-tuning activities for the server and database, configuration of the kernel parameters, configuration of database

parameters, configuration of memory, and the tuning of inefficient SQL statements on an as needed basis.

- k) Database purges and reorganizations shall be planned and implemented a quarterly schedule. In addition, the TO Contractor shall provide ad-hoc updates, as requested by DHMH. A report on the status of the database, both before and after the reorganization, shall be provided to DHMH. The report will contain, at a minimum, the following information: free space, number of records purged, start time, ending time and elapsed time.
- l) The TO Contractor shall create an approved eMedicaid Brochure for the Health Care Provider Community, that contains information needed by them to access eMedicaid Web Site; it is due one month before implementation. The DHMH Project Manager must pre-approve the brochure mock-up and layout. The brochure shall be created in print friendly format and a PDF format, less than 200kb, to be placed on the eMedicaid website. The TO Contractor shall complete updates to the brochure within ten (10) business days of a written request by the DHMH Project Manager.
- m) The TO Contractor shall locate their Network Operations Center (NOC) to house and host the eMedicaid Web Site within 150 miles distance from DHMH Headquarters at 201 W. Preston St., Baltimore, Maryland 21201.

5) Support of Hosted Environment

- a) Within three (3) business days from the contract award, the TO Contractor shall provide access to their technical support staff. The support staff shall be available 24 x 7 x 365 via a toll free telephone number for the purposes of obtaining technical support, troubleshooting, problem isolation, problem determination and resolution of problems.
- b) The service restoration period shall begin when the site is not available, in terms, of service or functionality and end when the site is restored, in terms, of service or functionality. The TO Contractor shall open and close a “trouble ticket” for all outages, in order, to document the progress of restoration of the service or functionality. Refer to Section 2.2.2 3) for levels of services in the SLA.
- c) The DHMH Project Manager shall be notified within one (1) hour, for either service non-availability or service restoration. This service restoration requirement applies to all services. Refer to Section 2.2.2 3) for levels of service (SLA). If the problem cannot be resolved within the first hour, an hourly status report shall be given to DHMH by phone.
- d) The Master Contractor shall submit with its technical proposal a written procedure for reporting problem(s) or suspected problem(s) for the installed Web Hosting services. The TO Contractor shall submit written procedure updates to the DHMH Project Manager for review and approval when procedures change.
- e) The TO Contractor shall be responsible for the coordination of all repair activities with DHMH, other appropriate State agencies and contractors. The TO Contractor shall have coordination procedures for installation and repair and provide written updates of these procedures to the DHMH Project Manager prior to the implementation.
- f) The TO Contractor shall provide a password protected issue-tracking system

accessible via the Internet that authorized State personnel may access via Secure Socket Layer (SSL) to open trouble tickets 24 x 7 x 365 and use this tracking system in order to document the progress of the ticket status, escalations and resolution.

This tracking system shall be in a format acceptable to DHMH and contain, at a minimum, the following information:

Contact Name	Date/Time Opened	Duration
Ticket Number	Date/Time Resolved	Issue Type
Customer ID	Location	Issue Summary

- g) In the course of providing services, if the State's equipment is determined by the TO Contractor to be at fault for an ASP service outage, the TO Contractor shall notify the DHMH TO Project Manager within twenty-four (24) hours. The TO Contractor shall provide written evidence that the loss of service is related to DHMH owned equipment.
- h) The TO Contractor shall provide a Monthly Report for ASP Services delivered in the previous month that measure the web site activity over the month. The report is due to DHMH by the seventh (7) business day of the month.

The TO Contractor shall provide, at a minimum, the following metrics in the report:

- 1. Network Statistics - the Report shall include Bandwidth Utilization (percent/time & in/out), Errors in/out, and Bytes in/out;
- 2. Utilization Trends – Availability of Service – Refer to SLA. Section 2.2.2 3);
- 3. Network Configuration – Report customer's current IP Address, DNS; and
- 4. Unscheduled Outages – the Number, Percent Downtime, and Cause/Resolution.

- i) The TO Contractor shall provide, at a minimum, three (3) application code deployments per month to be performed within 24 hours from the time they are requested by eMedicaid Staff, at no additional cost to the State, for the Production Environment. Due to the uncertainties of code testing, there may be multiple iterations of Pre-Production testing for each code deployment to the Production environment
- j) In addition to the standard managed host services, the TO Contractor shall provide support and services for DHMH application software consisting of DB2, DB2 Connect, Websphere, Solaris OS, J2EE and TO Contractor provided Debugging Tools

6) Disaster Recovery

- a) The Master Contractor shall provide a clearly defined Disaster Recovery Plan addressing infrastructure, recovery capabilities and control measures eliminating single points of failure, refer to Section 2.2.2 13)e) for due date.
- b) Refer to DBM's IT Disaster Recovery Guidelines, V. 3, dated July 20, 2003, posted on their web site, at the following URL:

http://www.dbm.maryland.gov/dbm_publishing/public_content/dbm_taxonomy/security/response_and_recovery/stateofmarylanddisasterplanning_rv3_0_.pdf/

- c) The TO Contractor shall provide data reliability through off-site data backup. An annual Disaster Recovery Test, involving the loading and recovery of the data backup media and shall include, at a minimum, the verification of data integrity. The Plan shall be approved by the DHMH Project Manager and include the restoration of the site, in its entirety, from stored backups.
- d) The TO Contractor shall provide clearly defined Backup and Recovery Procedures through a backup system, RAID – 1 Mirroring Disk Storage and redundant power supplies in the core product.

7) Privacy

The Master/TO Contractor must acknowledge compliance requirements in its technical proposal. Refer to Appendix 3 – Compliance with HIPAA and State Confidentiality Law.

8) Security

- a) Security Administration provided by the TO Contractor shall include, at a minimum, firewall software patches and updates, firewall security policy change management, periodic scanning of operating system, intrusion detection, auditing/ logging/alerting, physical security, internal security assessments, external security assessments, critical vulnerability updates and secure ID authentication logging. Access to the TO Contractor data center shall be controlled and monitored 24 hours per day.
- b) The TO Contractor shall provide a clearly defined IT Security Policy addressing, at a minimum, access control, network security, physical security, risk management, encryption, authentication and electronic communications standards.

For State of Maryland security policy and standards, Refer to DBM's Office of Information Technology, IT Security Policy and Standards, V. 1.1, dated July 2003, and posted on their web site, at the following URL below:

http://www.dbm.maryland.gov/dbm_publishing/public_content/dbm_taxonomy/security/prevention/itsecuritypoliciesjuly2003.pdf/

The TO Contractor shall have a comprehensive Security Architecture, including a 128-bit Secure Socket Layer (SSL) between the web server and the web browser, firewall level security, encryption, application and database level security, Virtual Private Network (VPN) security, intrusion detection at network and operating system level, auditing/ logging/alerting.

- c) The TO Contractor shall provide the setup and maintenance of database security, including, at a minimum, creation of new users, dropping of users, revocation of privileges and modification of user accounts on an as needed basis.
- d) The TO Contractor shall employ an independent organization to perform an annual security assessment and report of recommendations at no cost to DHMH.
- e) The TO Contractor shall provide DHMH with an annual SAS 70, Level 1, audit report (Statement on Auditing Standards, No. 70, Service Organizations) at no cost to DHMH within six (6) months from the award of the contract.

- f) The TO Contractor shall secure an annual renewal of a Verisign Security Certificate, for both the Production and Pre-Production Environment, on the anniversary of DHMH Certificate. While this Certificate is owned and held by DHMH, it shall be purchased, by the TO Contractor, on DHMH behalf.
- g) Security Plan - The TO Contractor shall provide a draft security plan, including Facility/ Physical Security, a draft Security Policy, including Database Security, and System Security within thirty (30) days of the Kick-Off meeting.
- h) The TO Contractor shall have clearly defined roles and responsibilities for their staff to control data access in a written "Business Associate Agreement," See Appendix 2.

9) Project Initiation

The TO Contractor shall attend and support a Kick-Off Meeting within 10 days of contract award with the DHMH team to understand and communicate timeline(s) and known requirements.

10) Transition/Setup

- a) The TO Contractor shall successfully complete all aspects of the Transition Plan. See Section 2.2.2 10) below for the Transition Plan requirements. During the calendar-month Transition Period, the TO Contractor shall produce on, a weekly basis, a report on the results of the Transition Period to the DHMH Project Manager in a required document entitled - 'Transition Period Results.' This documentation shall be treated as a deliverable in accordance with the Acceptance Criteria as noted in Section 2.2.2 14) Favorable progress as determined by DHMH Project Manager will be the basis of a State acceptance.

If the DHMH Project Manager does not observe conclusive results by the TO Contractor that ensure an effective and complete transition, it may be the basis for the State to terminate the contract.

If, as determined by the DHMH Project Manager, the TO Contractor has made sufficient progress for transition and demonstrates that an effective and complete transition to the TO Contractor is in the best interest of the State, the Transition Period Documentation may be accepted (Favorable Progress) by the State. The Transition Period Documentation consists of a Transition Plan, a Project Management Plan, a Design Review Document, a Communication Plan and a Contingency Communication Plan.

- b) The TO Contractor shall provide a draft Project Management Plan (PMP) at the Kick-Off Meeting that incorporates a Work Breakdown Structure (WBS) and addresses the Transition Period and known contractual requirements. The PMP is a living document, and the TO Contractor shall update it as necessary for the contract to remain current.

The Project Management Plan shall incorporate a Transition Plan that includes:

- Staffing;
- Communication Plan for normal and contingency Communication between the TO Contractor and DHMH Project Manager;

- Security and system accesses establishment;
 - Any Hardware/software and telecommunications requirements;
 - Orientation of TO Contractor's staff on State applications;
 - Knowledge transfer for current environments and platforms;
 - Develop a checklist to document TO Contractor's team readiness;
- Demonstrate and document team readiness, allowing them to move into maintenance and support phase;
- Status reporting and meetings;
- Timing of transition;
- Other matters deemed important for the transition phase.
- c) In addition to the Transition Plan, the TO Contractor shall also include as part of the Project Management Plan: A WBS demonstrating Project Plan & Methodology that includes: Milestones, Deliverables, and individual project tasks, Gantt Chart, Staffing Plan, Communication Plan, and Risk Management. The Project Management Plan shall also include specifics for:
- Final Transition and Setup Plan;
 - Complete H/W, S/W, and any Telecommunication Setup;
 - Walk-thru for DHMH of the eMedicaid Hosted Solution at the TO Contractor's facility;
 - Security Plan, including, Facility/Physical Security, a draft Security Policy, including Database Security, and System Security (for the TO Contractor's facility)
- d) The TO Contractor shall provide a finalized Project Management Plan within fifteen (15) business days after the Kick-Off Meeting to DHMH Project Manager.
- e) The TO Contractor shall provide Design Review Document within 20 business days of the kick off meeting to DHMH Project Manager. The Design Review Document will contain specific hardware configurations of the servers, routers, switches, firewalls and load balancers, as well as configuration of the connectivity and software versions required. .
- f) The TO Contractor shall provide a Communication Plan, which includes information for the normal day-to-day contact and response information, as well as, a Contingency Communication Plan in case of system non-availability. The plan is due within twenty (20) business days of the Kick-Off Meeting.

The TO Contractor shall have one designated point-of-contact for contractual issues, concerns, and general information, and the Communication Plan will identify that contact. The designated point-of-contact will have the official company status and experience to communicate and make decisions for the TO Contractor:

- The Communication Plan is a living document and shall be updated as necessary by the TO Contractor for the information to remain current. So that the Communication Plan will be an effective tool, it shall include, at a minimum: Name, Title, Responsibility Area, Telephone Number, Pager Number, and Email Address for the following:
 - 1) The TO Contractor's Contract Administrator/Project Manager as the single point of contact for contractual issues and questions;
 - 2) All staff assigned to this contract;
 - 3) Corporate contact information;
 - 4) Key State staff contact information.

- Contingency Communication Plan shall include information for assigned staff and also contact to the TO Contractor’s corporate management on an escalated scale. For each 20 minutes that a corporate contact person cannot be reached, the next person higher in the TO Contractor’s corporate organization shall be contacted. Due to the nature of contingency communication, the TO Contractor shall maintain this information current at all times during the contract.

11) Training Requirements

- a) The TO Contractor shall provide training for up to six (6) technical State staff of the system. This training will include: an overview of the system, its procedures, operations and maintenance. The DHMH Project Manager will schedule all training sessions with the TO Contractor, who shall provide the copies of all training materials and audio-visual aids for DHMH use in future training programs. DHMH shall not be limited in its ability to copy such training materials. Additionally, the TO Contractor shall notify state staff on any procedural changes to the eMedicaid Solution that are made on an ongoing basis. These changes shall be submitted to the DHMH Project Manager, in writing, within three (3) business days.
- b) The TO Contractor will train State staff, at a minimum, of 30 days prior to the implementation date, defined here, as the “Go-live” date.

12) Progress Reporting and Meeting

- a) The TO Contractor shall submit a Monthly Progress Report formatted, at a minimum, in Word and/or Excel software (MS 2000 compatible versions) to the DHMH Project Manager and an electronic copy to the DHMH Contract Manager. Therefore, no hardcopies will be required. The progress report and copy shall be submitted on or before the fifteenth day of the month following the reporting period and shall contain, as a minimum, the following information:
 - Work accomplished during the reporting period.
 - Deliverable progress, as a percentage of completion.
 - ASP services delivered during the month measuring selected web site activity over the month. Refer to Section 2.2.2 5)h) for details.
 - Problem areas.
 - Planned activities for the next reporting period.
 - An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.
- b) A meeting with the DHMH Contract Manager, DHMH Project Manager and the TO Contractor Project Manager will be held each month to discuss the report and other necessary issues. The meetings will be held weekly if the State Project Manager decides it is necessary.

Additional meetings will be held as often as necessary to ensure smooth project implementation and management as requested by the State Project Manager. All travel and related expenses (inclusive of any parking expenses) entailed in participation in these

meetings shall be TO Contractor expenses included in the fixed-price of this contract, and shall not be a basis for any additional expense claim to this contract.

13) Performance Period

The purpose of the Performance Period is to validate the system setup for meeting the requirements of this TORFP and to mitigate performance bottlenecks when the system goes live. The final acceptance test will consist of a performance test. An end-to-end Performance Readiness Test is required. Performance test results shall be forwarded to the DHMH Project Manager within five (5) business days of the test. Obtaining satisfactory results from this test will be a necessary condition to the acceptance of the hosted site.

The Performance Period will begin after all the deliverable products and services comprising the entire business process have been installed, as well as, all of the applicable deliverables accepted. The performance period will be for a period of thirty (30) days, unless otherwise stated to allow for adequate testing of all functionality, including any and all processes and interfaces. See Appendix #6 for expected performance levels.

- a) The purpose of a Performance Period is to meet the following objectives:
 - Testing with existing system applications and services, as appropriate.
 - Confirm use of system in performing business processes.
 - Verify performance of business critical functions.
 - Verify business processes, data, services, security, and end-products.
 - Verify all requirements of the TORFP have been met.
 - Speed of performance.
 - Rate of errors or failures.
 - Subjective satisfaction of the DHMH Project Manager.
- b) During the performance period, DHMH will review and test the functionality and integration system and services to ensure that the requirements of the TORFP and any internal requirements determined during specification review have been met. During the performance period, the system and services must perform at a level consistent with the performance specifications contained in the TORFP. Any system and services must be available for unrestricted use by DHMH staff and other applicable users on an average effectiveness level of ninety-eight (98.0) percent or more for the given performance period. Availability for unrestricted use means that the system and services is accessible to users with full processing functionality. Effectiveness level refers to the system and services meeting the objectives listed in Section 2.2.2 13)a) above.
- c) The TO Contractor shall set up load testing: to ascertain whether there are any performance issues, to validate the system is working as requested in the TORFP, and to confirm all requested business processes are working as requested.
- d) If it is determined that the scheduled Performance Period does not allow sufficient time for DHMH to test all business processes (i.e., inspections, audits), then the TO Contractor shall warrant the system and services for an additional period guaranteeing that the system is free from performance problems and meets all specifications in this TORFP.

Should DHMH encounter performance problems or discover specifications have not been met by either the system or services, the TO Contractor shall be responsible for rectifying the performance problem or completing the specification to DHMH satisfaction at no cost to the DHMH within 48 hours or as directed by the DHMH Project Manager.

- e) The TO Contractor shall provide final Documentation Plans of the System, thirty (30) business days prior to the “Go-live” date, including, but not limited to:
- System software and test files/data
 - Documentation of technical environment
 - Documentation of network/system environment & security architecture
 - Updated Security Plan
 - Disaster Recovery Plan
 - Troubleshooting Guide
 - Training Plan
- f) The TO Contractor shall present an agreed upon Service Level Agreement for Signature at the time of performance period sign off by the DHMH Project Manager. The TO Contractor shall work with the DHMH Project Manager to submit an agreed upon Service Level Agreement requiring the Hosted Site to be available 24/7/365 less the agreed upon maintenance window. Any down time will result in a credit to the monthly invoice. Refer to Appendix #7 for methods used to compute the credits.

14) Acceptance Criteria

- a) To insure compliance with the requirements and specifications of this contract, the State of Maryland may perform various acceptance tests, within the Performance Period to verify the functionality of the TO Contractor’s Solutions. The State shall not accept services until the DHMH Project Manager accepts that, in fact, the TO Contractor's services as fully operational.

In addition, DHMH requires that all Milestones and Deliverables conform to the following:

- All milestones are met.
- All deliverables are complete and approved.
- All tests are completed successfully.
- SLA has been fulfilled.

15) End of Contract Transition Period

The TO Contractor shall have an End of Contract Transition Plan. This plan shall include the transitioning of all DHMH owned equipment, data, software, service, security certificates and maintenance activities to a new TO Contractor or back to the State. The TO Contractor shall support end of contract transition efforts with technical and project support at no additional cost to the State, if support is not provided.

a) A Transition Plan due within thirty (30) days of being notified by the Department of a final contract end-date. The transition plan will include:

- Staffing assigned to transition concerns/issues;
- Security and system accesses;
- Any Hardware/software and telecommunications requirements and setup, other general office needs;
- Any final Training/Orientation of DHMH staff or another Department staff,
- Data knowledge transfer:
 - i. Ensure there are a working knowledge of the system's environment as well as the general business practices of the Department;
 - ii. Review with the Department the procedures and practices that support the business process and system;
- Completion of tasks and any unfinished work plan items;
- Document any risk factors and suggested solutions;
- Status reporting and meetings;
- Timing of transition;
- Other matters deemed important for an efficient transition phase.

b) All documentation is updated, to include, any and all modifications to the system. Documentation shall be written in plain English and be by hardcopy and at least one electronic copy on CD in MS Word format.

c) The TO Contractor shall, at no additional cost to the State, assist DHMH staff with any transition activities to a new TO Contractor, if or when,

- A new contract is awarded and responsibility for this program and the program is transferred to a new TO Contractor or
- If DHMH assumes the duties as defined in this contract (brought in-house) or
- If DHMH terminates this contract.

2.2.3 MILESTONES/DELIVERABLES OVERVIEW

PHASE 1 - 2.2.3.1 Milestone I – Project Initiation

A. Kick-Off Meeting

1. Initial Meeting Minutes
2. Draft Project Management Plan

PHASE 2 2.2.3.2 Milestone II – Transition/Setup

- A. Final Project Management Plan
- B. Design Review Document
- C. Security Plan
- D. Communication Plan
- E. Transition Period Results Document
- F. eMedicaid Brochure – HC Providers

PHASE 3 - 2.2.3.3 Milestone III – Training Requirements

- A. Operations Readiness Training Schedule
- B. Training Manuals

PHASE 4 – 2.2.3.4 Milestone IV – Performance Period

- A. Performance Test Results/ System Sign off
- B. Service Level Agreement
- C. Final Documentation Plans

PHASE 5 – 2.2.3.5 MILESTONE V– SUPPORT OF HOSTED ENVIRONMENT

- A. Support and Hosted Environment Documents

PHASE 6 2.2.3.6 MILESTONE Vi - Transition - OUT

- A. End-of Contract Transition Plan

PHASE 1:

2.2.3.1 Milestone I: Project Initiation Refer to Section 2.2.2 9)

- A. Kick-Off Meeting within ten days of the Contract Award
 - 1). Initial Meeting with DHMH Contract Manager and DHMH Project Manager to understand and communicate the project timeline and requirements showing planned dates for the work to be accomplished. Provide Minutes of the Meeting.
 - 2). Draft Project Management Plan (PMP) shall be delivered at the Kick-Off Meeting. The WBS as part of a Project Plan and Methodology will include Milestones and Deliverables with individual important project tasks, Gantt Chart, Staffing Plan, and Risk Management.

2.2.3.2 Milestone II: Transition/Setup Plans

- A. Final Project Management Plan (PMP) - The TO Contractor shall provide the final PMP within fifteen (15) business days of the Kick-Off Meeting. See Section 2.2.2 10)d).
- B. Design Review Document – The TO Contractor shall provide a Design Review Document within twenty (20) business days of the Kick-Off Meeting. As stated in Section 2.2.2 10)e).
- C. Security Plan - The TO Contractor shall provide a draft security plan, including facility/physical security, disaster recovery, and system security within thirty (30) days of the Kick-Off meeting. See Section 2.2.2 8)g).
- D. Communication Plan – The TO Contractor shall provide a communication plan within twenty (20) business days of the Kick-Off Meeting. This plan shall include, at a minimum, normal day-to-day contact information and responses. In addition, a Contingency Communication Plan shall be provided to DHMH, in case, of an emergency event occurring. See Section 2.2.2 10)f).
- E. Transition Period Results Document – The TO Contractor shall provide a Transition Period Results Document to DHMH Project Manager on a weekly basis. As stated in Section 2.2.2 10)a).
- F. eMedicaid Brochure - The TO Contractor shall create an approved eMedicaid Brochure for the Health Care Provider Community one month before implementation as stated in Section 2.2.2 4)l).

PHASE 2:

2.2.3.3 Milestone III: Training Requirements

- A. Operational Readiness Training - The TO Contractor will train State staff, at a minimum, of 30 days prior to the implementation date, defined here, as the “Go-live” date.
- B. Training Manuals – The TO Contractor shall provide training manuals thirty (30) days prior to implementation.

PHASE 3:

2.2.3.4 Milestone IV: Performance Period

- A. Performance testing and system sign off. Refer to Section 2.2.2 13).

- B. The TO Contractor shall present a Service Level Agreement for Signature at the time of performance period sign off. Refer to Section 2.2.2 13)f).
- C. The TO Contractor shall provide Final Documentation Plans as the last deliverable of this section, refer to Section 2.2.2 13)e) for details. This plan shall including at a minimum:
 - 1). System software and test files/data
 - 2). Document of technical environment
 - 3). Document network/system environment and security architecture
 - 4). Maintenance Agreement
 - 5). Updated Security Plan
 - 6). Updated Disaster Recovery Plan

PHASE 4:

2.2.3.5 Milestone V: Support of Hosted Environment

- A. Support Documentation. Refer to Section 2.2.2 5).

2.2.3.6 Milestone VI: End-of-Contract Transition as Initiated by State

- A. Transition Plan for Transition to State or State Agent. Refer to Section 2.2.2 15).

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The Project Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the Project Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the Project Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the Project Manager or the Project Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the Project Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

2.2.4 DELIVERABLE/DELIVERY SCHEDULE:

ID	Deliverables for 2.2.3	Expected Completion:
Phase 1		
2.2.3.1A.1)	Project Initiation – Kick-Off Meeting (KOM)	NTP* + 10 Calendar Days (CD)
2.2.3.1A.2)	Draft Project Management Plan	NTP + 10 Calendar Days
2.2.3.2A	Final Project Management Plan	NTP + 15 BD** + KOM (31 CD)
2.2.3.2B	Design Review Document	NTP + 20 BD + KOM (38 CD)
2.2.3.2C	Security Plan	NTP + 30 BD + KOM (52 CD)
2.2.3.2D	Communication Plan	NTP + 20 BD + KOM (38 CD)
2.2.3.2E	Transition Plan	Weekly Basis - Transition Period.
2.2.3.2F	eMedicaid Brochure	30 CD Before Implementation
Phase 2		
2.2.3.3A	Operational Readiness Training	30 CD Before Implementation
2.2.3.3B	Training Manuals	30 CD Before Implementation
Phase 3		
2.2.3.4A	Performance testing and system sign off	See 2.2.2 13)
2.2.3.4B	Service Level Agreement	See 2.2.2 13)f)
2.2.3.4B	Final Document Plans	See 2.2.2 13)e)
Phase 4		
2.2.3.5A	Support Documentation	See 2.2.2 5)
2.2.3.6A	Transition Plan	See 2.2.2 15

(*) NTP – Notice to Proceed. (**) BD – Business Days.

2.2.5

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State’s System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide. TO Contractor’s staff and subcontractors are to follow a consistent methodology for all TO activities.

2.3 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services:

- A. The offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities as detailed in the work plan. The description shall include position titles, position in the organization and functions of key personnel. Include individual resumes for the key personnel who are to be assigned to the project if the offeror is awarded the contract. Each resume shall include the amount of experience the individual has had relative to the work called for in this solicitation. Letters of intended commitment to work on the project shall be included in this section.
- B. No substitutions of key personnel identified in the proposal will be allowable only with written approval from Project Manager.
- C. The offeror must provide an Organizational Chart outlining personnel and their related duties. Include job titles and the percentage of time each individual will spend on their assigned tasks.

2.4 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.3. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

For Milestones 1 through Milestone IV, the TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

For Milestone V, the TO Contractor shall submit invoices for payment on a monthly basis, with adjustments made to reflect downtime as required in accordance with the Service Level Agreement, as follows:

- a) Years 1 through 3 – 1/12th of the fixed price in the Financial Proposal.
- b) Year 4 – 1/18th of the fixed price in the Financial Proposal.

2.4.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the OOEP as the TO Requesting Agency, deliverable description,

associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the OOEP to the Contract Monitor at the following address:

Thomas Roddy, Contract Manager
Office of Operations, Eligibility & Pharmacy
201 W. Preston Street, Room SS-18
Baltimore, Maryland 21201
Phone: 410-767-6478

- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.5 REPORTING

2.5.1 Project Management:

The Contractor shall submit a Monthly Progress Report formatted, at a minimum, in Word and/or Excel software (MS 2000 compatible versions) to the DHMH Project Manager and an electronic copy to the DHMH Contract Manager. Therefore, no hardcopies will be required. The progress report and copy shall be submitted on or before the fifteenth day of the month following the reporting period and shall contain, as a minimum, the following information:

- (a) Work accomplished during the reporting period.
- (b) Deliverable progress, as a percentage of completion.
- (c) ASP services delivered during the month measuring selected web site activity over the month.
- (d) Problem areas.
- (e) Planned activities for the next reporting period.
- (f) An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

A meeting with the DHMH Contract Manager, DHMH Project Manager and the Contractor Project Manager will be held each month to discuss the report and other necessary issues. The meetings will be held weekly if the DHMH Project Manager decides it is necessary.

Additional meetings will be held as often as necessary to ensure smooth project implementation and management as requested by the DHMH Project Manager. All travel and related expenses (inclusive of any parking expenses) entailed in participation in these meetings shall be TO Contractor expenses included in the fixed-price of this contract, and shall not be a basis for any additional expense claim to this contract.

2.5.2 MBE

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the Master Contract. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to the OOEP, at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to the OOEP. The OOEP will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. TO Contractors shall email completed forms to the OOEP See Attachment 2 – Form D-6 for names and addresses.

2.6 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet.

3.1 REQUIRED RESPONSE

Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal. If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following:

3.2 FORMAT

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services – Work Plan

- 1) **Requirements:** A detailed discussion of the Master Contractor’s understanding of the work and the Master Contractor’s capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) **Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) **Risk Assessment:** An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) **Proposed Solution:** A description of the Master Contractor’s proposed solution to accomplish the specified work requirements.
- 5) **Proposed Tools:** A description of all proposed tools that will be used to facilitate the work.
- 6) **Tasks and Deliverables:** A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2 Scope of Work).
- 7) **Work Breakdown Structure:** A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) **Acceptance Criteria:** A statement acknowledging the Master Contractor’s understanding of the acceptance criteria.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.

C) MBE Participation

- 1) Submit completed MBE Documents Attachment 2, Forms D-1 and D-2.

D) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type, and duration of contract(s) supporting the reference.
 - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.

F) Proposed Facility

- 1) Identify Master Contractor's facilities including address, from which any work will be performed.

G) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based.
- B) Completed Financial Proposal - Attachment 1.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

1. Judged quality of Proposed Work Plan and methodology.
2. Evaluated Qualifications of the Proposed Staff.
3. Corporate Experience.

4.3 SELECTION PROCEDURES

- 4.3.1 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.2 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.3 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, the committee shall recommend the Master Contractor whose overall proposal provides the most advantageous offer to the State considering price and the evaluation criteria set forth in the TORFP. In arriving at this recommendation, the technical proposal shall be afforded more weight than the financial proposal. If, however, the technical ranking is essentially equal for two or more offerors, the cost as described in the financial proposal may become the primary determinant of award.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 for a sample of a Notice to Proceed.

ATTACHMENT 1 - PRICE PROPOSAL SHEET

Offeror Name :

PHASES	<u>TIMEFRAME</u>	<u>SUBTOTAL</u>	<u>TOTAL</u>
PHASE 1			
Milestone I – Project Initiation			

A. Kick-Off Meeting 1. Initial Meeting Minutes with 2. Draft Project Management Plan	1. 10 days from award 2. 10 days from award		\$ _____
Milestone II – Transition/Setup			
A. Final Project Management Plan B. Design Review Document C. Security Plan D. Communication Plan E. Transition Period Results Document F. eMedicaid Brochure – HC Providers	A. 15 days from kickoff B. 20 days from kickoff C. 30 days from kickoff D. 20 days from kickoff E. Weekly - during Transition Period F. 30 days before implementation		\$ _____

PHASE 2			
Milestone III – Training Requirements			
A. Operations Readiness Training Schedule B. Training Manuals	A. 30 business days before implementation. B. 30 business days before implementation		\$ _____
PHASE 3			
Milestone IV – Performance Period			
A. Performance Test Results/ System Sign off B. Service Level Agreement C. Final Documentation Plans	A. 5 business days after tests B. Performance Period Signoff C. 30 business days prior to "Go- live" date.		\$ _____
PHASE 4			
MILESTONE V – SUPPORT OF HOSTED ENVIRONMENT			
A. Support and Hosted Environment Docs	A. Support and Hosting Service Periods Year 1 – 4/01/2006 – 6/30/2007 Year 2 – 7/01/2007 – 6/30/2008 Year 3 – 7/01/2008 – 6/30/2009 Year 4 – 7/01/2009 – 12/31/2010	\$ _____ \$ _____ \$ _____ \$ _____	\$ _____
Milestone VI – End-of-Contract Transition			
A. End-of-Contract Transition Plan	A. 30 days after notification, by DHMH, of a final contract end-date	See Note # 4 below	

Provide a fixed-price proposal for the hardware, software, services and hosting that are required to implement /host the functional eMedicaid replacement described in this RFP. This price must include the entire contract period (April 1, 2006 – December 31, 2010) that provides maintenance and support (24/7/365), telephone support, and appropriate software patches and upgrades.

Fixed Price for the Base Contract Term:

Phase 1 + Phase 2 + Phase 3 + Phase 4

\$ _____
BASIS OF FINANCIAL RANKING

NOTES:

1. The Department intends to make a Single Award as a result of this solicitation. The Contract that results from this TORFP shall be a Firm Fixed Price as described in COMAR 21.06.03.02.
2. All Proposed prices entered above are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by this TORFP. The Proposed prices shall include, but not limited to: Labor, Profit/Overhead, General Operating and all other expenses except as expressly excluded in the TORFP specifications. No other amounts will be paid to the TO Contractor.

Master Contractors shall take account in their pricing the requirements for payment of an eMaryland Marketplace fee, which may not be separately priced (See Key Information Summary).

3. "Basis of Financial Ranking" specified above is a firm fixed price during the Base Contract Term (April 1, 2006 through December 31, 2010) and will be the basis for price evaluation, comparison and selection for recommendation for award. The estimated quantities indicated are not a guarantee of any minimum or maximum amounts under this contract and may change at any time during the term of the contract.
4. Notwithstanding any other provisions in section 2.2, the final payment will be withheld pending satisfactory completion and acceptance of transition from the contractor at the end of the contract

ATTACHMENT 2 – MBE FORMS

ATTACHMENT 2 - FORM D-1 CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

In conjunction with the bid or offer submitted in response to CATS TORFP No. M00P6210871, I affirm the following:

I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of thirty percent. I commit to make a good faith effort to achieve this goal.

In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond, as were non-MBE subcontractors.

The solicitation process was conducted in such a manner so as to not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Master Contractor Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 2 - FORM D-2
MBE OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the TO Proposal submitted in response to CATS TORFP No. M00P6210871, I state the following:

1. Master Contractor identified opportunities to subcontract in these specific work categories:
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
3. Master Contractor made the following attempts to contact personally the solicited MBEs:
4. Master Contractor assisted MBEs to fulfill or to seek waiver of bonding requirements. (DESCRIBE EFFORTS)
5. This project does not involve bonding requirements.
6. Master Contractor did/did not attend the pre-bid conference
 No pre-bid conference was held.

Master Contractor Name	By: _____ Authorized Signature
Address	Name, Title
Date	

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 2 - FORM D-3 MBE Participation Schedule

Master Contractor (Firm Name, Address, Phone)	Project Description
Project Number: M00P6210871	Total Contract Amount \$
List Information For Each Certified MBE Subcontractor On This Project	
A. Minority Firm Name, Address, Phone MBE Classification: _____	
MBE Certification Number	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
B. Minority Firm Name, Address, Phone MBE Classification: _____	
MBE Certification Number	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
C. Minority Firm Name, Address, Phone MBE Classification: _____	
MBE Certification Number	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
D. Minority Firm Name, Address, Phone MBE Classification: _____	
MBE Certification Number	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract

MBE Firms Total Dollar Amount Overall \$ _____

MBE Firms Total Percentage Overall _____%

African American MBE Dollar Amount \$ _____

African American MBE Percentage _____%

Women MBE Dollar Amount \$ _____

Women MBE Percentage _____%

List Additional MBE Subcontractors or Provide Any Additional Comments on Separate Paper
Document Prepared By: (Please print or type)

Name: _____ Title: _____

SUBMIT WITHIN 10 DAYS OF NOTIFICATION OF AWARD

ATTACHMENT 2- FORM D-4
SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the State contract in
Master Contractor Name

conjunction with CATS TORFP No. M00P6210871, it and _____,
(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a contract by which Subcontractor shall:
(describe work)

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

Master Contractor Signature

Subcontractor Signature

By: _____
Name, Title

By: _____
Name, Title

Date

Date

SUBMIT WITHIN 10 DAYS OF NOTIFICATION OF AWARD

ATTACHMENT 2 - FORMS D-5 AND D-6

MASTER CONTRACTOR REPORTING REQUIREMENTS

CATS TORFP# M00P6210871

These instructions are meant to accompany the customized reporting forms sent to you by the Contract manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the Contract Manager immediately.

- 1. As the Master Contractor, you have entered into a contractual agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for this contract. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (Master Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.**
2. The Master Contractor must complete a separate form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due not later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due not later than the 15th of February. With the approval of the contract manager, the report may be submitted electronically. **Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.**
3. The Master Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy and/or hard copy) of form D-6. The Master Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize form D-6 (upper right corner of the form) for the subcontractor the same as the form D-5 was customized by the Contract Manager for the benefit of the Master Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. **It is the responsibility of the Master Contractor to make sure that all subcontractors submit reports not later than the 15th of each month regardless of whether there was any MBE payment activity for the reporting month.** Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the Master Contractor cannot and will not be given credit for subcontractor payments, regardless of the Master Contractor's proper submission of the form D-5. The contract manager will contact the Master Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The Master Contractor must promptly notify the contract manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE reporting requirements and/or failure to make a good faith effort to meet the MBE goal(s) will cause the Master Contractor to have an unfavorable standing with the Department for future contracting opportunities.

SUBMIT AS SPECIFIED IN TORFP

ATTACHMENT 2 - FORM D-5
MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT
MINORITY BUSINESS ENTERPRISE PARTICIPATION
MASTER CONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Report #: <u> 1 </u> Reporting Period (Month/Year): <u> / </u> <p style="text-align: center;">Report Due By the 15th of the following Month.</p>	CATS TORFP # M00P6210871 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt. _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	---

Master Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period. 1. 2. 3. 4. Total Dollars Paid: \$ _____		List dates/amounts of any unpaid invoices received from subcontractor during this reporting period. 1. 2. 3. 4. Total Dollars Unpaid: \$ _____	

**If more than one MBE subcontractor is used for this contract please use separate forms.

Return one (1) copy of this form to each of the following addresses:

Thomas Roddy, Contract Manager Department of Health and Mental Hygiene Office of Operations, Eligibility & Pharmacy 201 W. Preston Street, Room SS-18 Baltimore, Maryland 21201 TRoddy@dhhm.state.md.us	Beverly Spence Department of Health and Mental Hygiene Office of the Secretary, Community Relations Minority Business Enterprise Program 201 W. Preston Street, Room SS-18 Baltimore, Maryland 21201 Bspence@dhhm.state.md.us
---	---

Signature: _____ Date: _____

THIS FORM IS TO BE COMPLETED MONTHLY BY THE MBE CONTRACTOR.

ATTACHMENT 2 - FORM D-6
MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT
MINORITY BUSINESS ENTERPRISE PARTICIPATION
SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Report # _____1_____	CATS TORFP # M00P6210871 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt. _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
Report Due By the 15th of the following Month.	

MBE Subcontractor Name:		
MDOT Certification #		
Contact Person		
Address:		
City	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Master Contractor in the preceding 30 days. 1. 2. 3. Total Dollars Paid: \$ _____	List dates and amounts of any outstanding invoices. 1. 2. 3. Total Dollars Unpaid: \$ _____	
Master Contractor Name:		Contact Person:

Return one (1) copy of this form to each of the following addresses:

Thomas Roddy, Contract Manager Department of Health and Mental Hygiene Office of Operations, Eligibility & Pharmacy 201 W. Preston Street, Room SS-18 Baltimore, Maryland 21201 TRoddy@dhhm.state.md.us	Beverly Spence Department of Health and Mental Hygiene Office of the Secretary, Community Relations Minority Business Enterprise Program 201 W. Preston Street, Room SS-18 Baltimore, Maryland 21201 Bspence@dhhm.state.md.us
---	---

Signature: _____ Date: _____

THIS FORM IS TO BE COMPLETED MONTHLY BY THE MBE CONTRACTOR.

ATTACHMENT 3 - TASK ORDER AGREEMENT

CATS TORFP # M00P6210871.
OF MASTER CONTRACT # 050B6800025

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between MASTER CONTRACTOR and the STATE OF MARYLAND, TO The Office of Operations, Eligibility & Pharmacy, Department of Health and Mental Hygiene.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the Office of Operations, Eligibility & Pharmacy, as identified in the CATS TORFP # M00P6210871.
 - b. “CATS TORFP” means the Task Order Request for Proposals # M00P6210871, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and MASTER CONTRACTOR dated December 19, 2005.
 - d. “TO Procurement Officer” means Task Order Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed Task Order Agreement between Operations, Eligibility & Pharmacy and MASTER CONTRACTOR.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means Contract Monitor of this TORFP of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - FINANCIAL.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

2. Scope of Work

- 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
- 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial
- 2.3. The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of insert time for performance, commencing on the date of Notice to Proceed and terminating on MONTH DAY, YEAR.

4. Consideration and Payment

- 4.1. The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed total amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2. Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3. Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15,

Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.

- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Department of Health and Mental Hygiene, Office of Operations, Eligibility and Pharmacy, DEPARTMENT OF BUDGET AND MANAGEMENT, OFFICE OF INFORMATION TECHNOLOGY, APPLICATION SYSTEMS MANAGEMENT

By: insert name, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract TORFP 050B6800025.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement. In this case, 3 months.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 6 - DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

DIRECTIONS TO THE STATE OFFICE BUILDING COMPLEX

O'CONOR BUILDING
201 W. PRESTON STREET

From BWI

Take 195 to I-95 N, go approximately 4 miles then take the exit for I-395 (Downtown Baltimore), staying in the right lane. Continue going straight using the Martin Luther King Jr. Blvd. Off-ramp. Go approximately two miles and turn left at Eutaw Street. Make the next right onto Preston Street. About halfway down the block on the left is a visitor's parking lot and further down the street on the right is the entrance for parking within the building. The O'Conor Building is across the street from the visitor's parking lot (tan building).

From the North on I-83

Follow I-83 to the North Avenue exit. Make a left onto North Avenue. Immediately after you cross the bridge make a right onto Howard Street. Proceed on Howard Street for almost a half-mile and make a right onto Preston Street (Armory on right corner). Take the second right to the visitor's parking lot. The O'Conor Building is across the street (tan building).

From the West on I-70

Take I-70 East to I-695 South toward Glen Burnie. Follow I-695 South to I-95 North. Follow I-95 to the exit for I-395 North. Take the exit for I-395 (Downtown Baltimore), staying in the right lane. Continue going straight using Martin Luther King Jr. Blvd. Off-ramp. Go approximately two miles and turn left at Eutaw Street. Make the next right onto Preston Street. About halfway down the block on the left is a visitor's parking lot. The O'Conor Building is across the street (tan building).

From Annapolis and Vicinity on I-97

Follow I-97 North toward Baltimore. Exit at the Baltimore Beltway (I-695) West toward Towson. Continue on I-695 to I-395 North. Take the exit for I-395 (Downtown Baltimore), staying in the right lane. Continue going straight using Martin Luther King Jr. Blvd. Off-ramp. Go approximately two miles and turn left at Eutaw Street. Make the next right onto Preston Street. About halfway down the block on the left is a visitor's parking lot. The O'Conor Building is across the street (tan building).

Follow I-295 North into Baltimore. When you enter the city you will pass an Amoco station on the right. Continue approximately one quarter mile over a small bridge and take the first exit to the right, once you exit,

From the South on I-295

Remain in the left lane (Ravens stadium on right). Take Martin Luther King Jr. Blvd. Ramp. Continue going straight down Martin Luther King Jr. Blvd. Approximately two miles and turn left at Eutaw Street. Make the next right onto Preston Street. About halfway down the block on the left is a visitor's parking lot. The O'Conor Building is across the street (tan building).

From Baltimore Metro

The Baltimore Metro runs from Charles Center to Owings Mills. Get off of the subway at the State Center stop. Take the escalator to the top; the 201 Building is across the street, to your left.

Light Rail

A light rail connects Timonium, Baltimore and Glen Burnie. Get off the light rail at the Cultural Center Station. Perpendicular to the station is Preston Street, with the Armory on the right corner and the 201 Building on the left corner. Entrance to the building is in the middle of the block on Preston Street.

ATTACHMENT 7 - NOTICE TO PROCEED

Day Month, Year

TO Contractor Name
TO Contractor Mailing Address

Re: CATS Task Order Agreement #M00P6210871

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Day Month, Year, for the above-referenced Task Order Agreement. TO Manager of the TO Requesting Agency will serve as your contact person on this Task Order. TO Manager can be reached at telephone # and email address.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

TO Procurement Officer
Task Order Procurement Officer

Enclosures (2)

cc: TO Manager
Procurement Liaison Office, Office of Information Technology, DBM
Project Management Office, Office of Information Technology, DBM

ATTACHMENT 8 - AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

Project Name: eMedicaid Hosting System

TO Agreement Number: M00P6210871

Title of Deliverable: _____

TORFP Reference Section Number: _____

Deliverable Reference ID Number: _____

Name of TO Manager: TO Manager

TO Manager Signature **Date Signed**

Name of Contractor's Project Manager: _____

Contractor's Project Manager Signature **Date Signed**

SUBMIT AS REQUIRED IN SECTION 2.2.3 OF THE TORFP.

ATTACHMENT 9 - Acceptance of Deliverable Form

Agency Name: Office of Operations, Eligibility & Pharmacy, DHMH

Project Name: eMedicaid Hosting System

TO Manager: Thomas Roddy, Contract Manager
410-767-6478

To: TO Contractor's Contract Manager

The following deliverable, as required by TO Agreement #M00P6210871, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.3 OF THE TORFP.

ATTACHMENT 10 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #M00P6210871 for TORFP Project Name. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Gisela Blades (TO Procurement Officer) Department of Budget and Management on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 200___, by and between the State of Maryland (“the State”), acting by and through its TO Requesting Agency (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for TORFP Project Name TORFP No. M00P6210871 dated release date for TORFP, (the “TORFP” issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050B6800025; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding _____ (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former

Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

Contractor/Contractor's Personnel:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

EXHIBIT A

**TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION**

Printed Name and Address of Employee or Agent	Signature	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____